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THE STATE OF TEXAS §
 §
COUNTY OF TARRANT §

AMENDMENT TO OIL AND GAS LEASE

Reference is hereby made to that certain Oil, Gas and Mineral Lease (hereinafter referred to as "Lease") dated the 27th day of February, 2006, by and between Bo Peek, Ltd., a Texas limited partnership, as Lessor, whose address is 1861 Brown Blvd., PMB 727, Arlington, Texas 76006, and Adexco Production Company, as Lessee, a memorandum of which is recorded as Document Number D206208564 of the Official Public Records of Tarrant County, Texas.

Whereas, by virtue of an Assignment of Oil and Gas Lease from Adexco Production Company and DTE Gas Resources, Inc., Range Texas Production, L.L.C., whose address is 100 Throckmorton, Suite 1200, Fort Worth, Texas 76102, is now the Lessee under said Lease; and

Whereas, it is the desire of said Lessor and Lessee to amend the Lease as hereinafter provided.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Lessor and Lessee agree to the following amendment to the Lease:

1. A new Paragraph 7(c) is added to the Addendum to read in its entirety, as follows:

" (c) In addition to the well site area described in Paragraph 7 (a) above, Lessee may locate one or more drill sites in the well site area shown on the attached "Additional Site Plat." The terms and conditions of Paragraph 24 shall apply to the wells drilled on the additional site area."

2. A new Paragraph 24 is added to the Addendum to read in its entirety, as follows:

"24. ADDITIONAL WELL SITE AREA

In addition to the other provisions of this lease, the following terms and conditions shall apply to the additional site area shown on the Additional Site Plat:

(a) Lessee agrees to pay Lessor the sum of \$80,000.00 per acre for surface damages for drilling, constructing, operating and maintaining the drill site, reserve pit and access roadway, and for laying, maintaining, operating, repairing, inspecting and removing pipeline. The damages shall be based on the surface acreage of Lessor committed to a permanent well site, as hereinafter described.

On or before ten (10) days prior to the commencement of drilling operations on a drill site, Lessee shall pay to Lessor a minimum amount of estimated surface damages based on a permanent drill site of not less than two acres. The balance of the surface damages, if any, shall be paid within a reasonable time following Lessee's fencing of its permanent site. Lessee is entitled to use, operate, maintain, repair, replace, inspect, and remove the well site, reserve pit, access roadway and pipeline without any further fees or charges being due.

(b) While drilling operations are being conducted, Lessee shall fence the area of operations with a substantial fence and shall take appropriate measures to insure that only authorized persons have access to the drill site. If a well drilled hereunder shall be completed as a producing well, the Lessee shall install a fence around the permanent well site within six (6) months following the completion of such well and shall landscape the site, such fencing and landscaping to be in compliance with the fencing and landscaping required for High Impact Wells under Chapter 8.36 of the Municipal Code of the City of Benbrook (the "Benbrook Drilling Ordinance").

(c) A drill site may not exceed five (5.0) acres during the drilling and completion of a well or wells and shall be reduced to not more than three (3.0) acres at all other times. All drill sites located within the drill site area shown on the drill site plat must be approved in writing by Lessor, which approval shall not be unreasonably withheld.

(d) In addition to the right to use the surface of the Leased Premises for purposes set forth in this Lease, Lessee is hereby granted the right to use the Leased Premises for the purpose of drilling directional and horizontal oil and gas wells from the surface of the Leased Premises and to drill through the subsurface in order to operate and produce such wells for production of oil, gas and associated hydrocarbons from lands other than the Leased Premises ("Off-site Development"). Each well drilled for off-site development shall be drilled in compliance with all of the provisions of this Lease. As consideration for the rights granted in this paragraph, in the event that a well bore is initiated from the surface of the Leased Premises and drilled to lands other than the Leased Premises or lands pooled therewith, Lessor shall be entitled to an overriding royalty of 2.0% of 8/8ths of the production from each well drilled in such manner; provided, however, Lessee shall convey the overriding royalty set forth herein within 60 days from the date of first production from each applicable well drilled under the terms of this section. The overriding royalty shall be effective from the date of first production from the well and shall be free and clear of all costs of production, save and except applicable taxes."

3. A new Paragraph 25 is added to the Addendum to read in its entirety, as follows:

"25. LESSOR'S SURFACE USE FOR OFF SITE DEVELOPMENT

Lessor reserves the right to use its land for drilling or allowing the drilling of wells from locations on the surface of the land but which have bottom hole locations on land outside of this lease and may sell or assign this right to others. Any compensation, including any royalties paid for the right to use the land for surface locations shall belong solely to the Lessor. This right does not include Lessee's drill site, production locations or access roads."

Furthermore the undersigned do hereby ratify, adopt and confirm said Lease as hereby amended, as a valid and subsisting Lease. In the event of a conflict between the Lease and this amendment, the terms of this amendment shall control.

This amendment may be executed in multiple counterparts, each of which shall be deemed an original, with the same effect as if the signature thereto and hereto were upon the same instrument.

This amendment shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, legal representatives, successors and assigns.

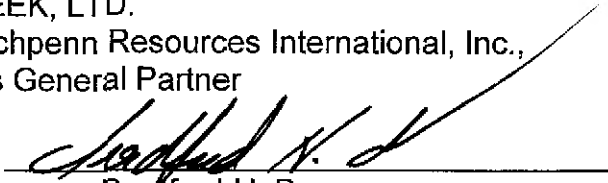
EXECUTED the 22nd day of January, 2009.

LESSOR:

BO PEEK, LTD.

By: Richpenn Resources International, Inc.,
Its General Partner

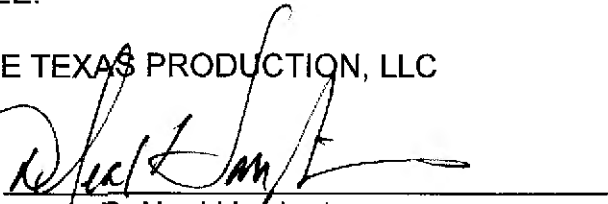

By:


Bradford H. Bowen
President

LESSEE:

RANGE TEXAS PRODUCTION, LLC

By:


D. Neal Harrington
Vice-President, Land 

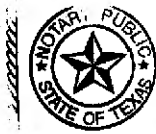
STATE OF TEXAS

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COUNTY OF TARRANT

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This instrument was acknowledged before me this 27th day of Jan, 2009, by BRADFORD H. BOWEN, as President of RICH PENN RESOURCES INTERNATIONAL, INC., General Partner of BO PEEK, LTD., on behalf of said partnership.



JENNIFER ASHLEY
Notary Public
STATE OF TEXAS
My Comm. Exp. 09/22/2010

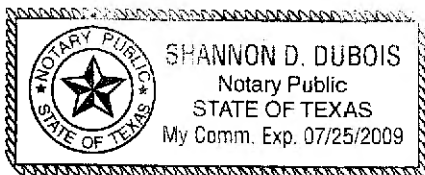
[Signature]
Notary Public, State of Texas

STATE OF TEXAS

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COUNTY OF TARRANT

This instrument was acknowledged before me this 13th day of February, 2009, by D. Neal Harrington, Vice President of Range Texas Production, LLC, a Delaware limited liability company, on behalf of said limited liability company.



SHANNON D. DUBOIS
Notary Public
STATE OF TEXAS
My Comm. Exp. 07/25/2009

[Signature]
Notary Public, State of Texas

Range Resources Corporation
100 Throckmorton St., Ste. 1200
Fort Worth, TX 76102

ADDITIONAL SITE PLAT

**PERMANENT
DRILL SITE
AREA**

TEMPORARY USE AREA

SPROLES DRIVE

LOT 3R-1
WESTPARK ADDITION
CAB. A. BL. 388 PRCTCT
LOT 3R-1 & LOT 3R-2
BLOCK A-1-R

LOT 3R-2
WESTPARK ADDITION
CAB. A. BL. 388 PRCTCT
LOT 3R-1 & LOT 3R-2
BLOCK A-1-R

LOT 1R BLOCK A-1-R
WESTPARK ADDITION
VOL. 388-193, PG. 26
PRCTCT

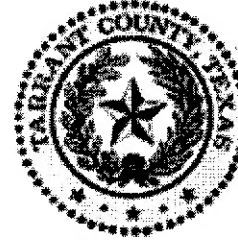
TRK ENTERPRISES VOL.
11952, PG. 1485 DRCTCT

TEXACO

LOT 1 BLOCK 1 SOND
ADDITION VOL.
388-104, PG. 828 PR

LOT 1 BLOCK 1 SOND
ADDITION VOL.
388-126, PG. 14

BENBROOK BLVD. (U.S. HWY 377 S)
(120' RIGHT-OF-WAY)



RANGE RESOURCES CORP
100 THROCKMORTON ST STE 1200

FT WORTH TX 76102

Submitter: MATT R PATTERSON

SUZANNE HENDERSON
TARRANT COUNTY CLERK
TARRANT COUNTY COURTHOUSE
100 WEST WEATHERFORD
FORT WORTH, TX 76196-0401

DO NOT DESTROY
WARNING - THIS IS PART OF THE OFFICIAL RECORD.

Filed For Registration: 02/27/2009 10:50 AM
Instrument #: D209053120
OPR 6 PGS \$32.00

By: _____



D209053120

ANY PROVISION WHICH RESTRICTS THE SALE, RENTAL OR USE
OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR
RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.

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